

Waterville

BK 6118 PG 175

NO TRANSFER
TAX PAID

57-110

DEED AND BILL OF SALE

(Deed in Lieu of Foreclosure)

036760

KNOW ALL BY THESE PRESENTS, that Michael Wayne Goodman and Deborah Lee Goodman, each of Clinton, Maine ("Grantor"), for full value and consideration paid by John Pooler, having a mailing address of 319 Center Street, Fairfield, ME 04937 ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby give, grant, bargain, sell and convey unto the Grantee, its successors and assigns forever, certain real estate situated in the Town of Waterville, County of Kennebec, and State of Maine, described in that certain Mortgage Deed recorded in the Kennebec County Registry of Deeds in Book 5241 Page 338, as more fully described in Schedule A annexed hereto and incorporated by reference herein.

Said premises are also conveyed together with all easements and rights appurtenant thereto, all governmental permits, licenses, orders and approvals of whatever nature relating to the premises, including building permits and certificates of occupancy, all plans, specifications, drawings, surveys, engineering and all other site reports, studies and assessments relating to the premises, all of which shall be physically delivered to and left in the possession of the Grantee, and all building materials and supplies and all other tangible personal property intended for use in construction of buildings and improvements on said premises, now owned by Grantor and now affixed to or located upon said premises.

Also conveying and granting hereby as part of the realty and as property transferred hereunder, any and all personal property of any type or nature on said premises or used in connection therewith now owned by Grantor and now affixed to, placed upon or used in connection with the operation of said premises, whether or not such property is subject to prior conditional sales agreements, prior purchase and sale agreements, chattel mortgages or other liens. If any fixtures or personal property are subject to the lien of a conditional sales agreement, purchase and sale agreement or chattel mortgage covering such property, Grantor also assigns and conveys to Grantee, its successors and assigns, all its right, title and interest in and to any and all deposits or payments made thereon or therefor. Also hereby transferring, assigning and conveying to Grantee, its successors and assigns, all conditional sales agreements, purchase and sale agreements, leases and use agreements of machinery, equipment and other personal property of Grantor in the categories hereinabove set forth under which Grantor is the lessee of, or entitled to use, such items.

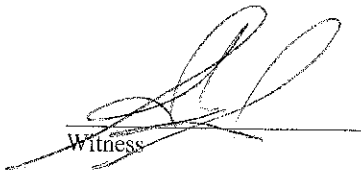
TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof to Grantee, its successors and assigns, for its and their use and behoof forever.

Grantor does hereby covenant with Grantee, its successors and assigns, that it is lawfully seized in fee of the premises; that they are free of all encumbrances, except municipal tax liens of record; that the Grantor has good right to sell and convey the same to the said Grantee to hold as aforesaid; and that the Grantor and its successors and assigns will WARRANT and DEFEND the same to Grantee, its successors and assigns forever, against the lawful claims and demands of all persons, except as aforesaid.

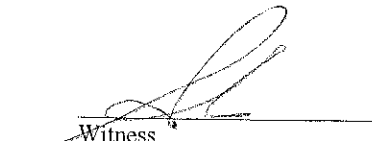
John C Pooler 3
319 Center Road
Fairfield 04937

IN WITNESS WHEREOF, Michael Wayne Goodman and Deborah Lee Goodman, have each executed this instrument this 15th day of December, 1999.

57-110


Witness


Michael Wayne Goodman


Witness

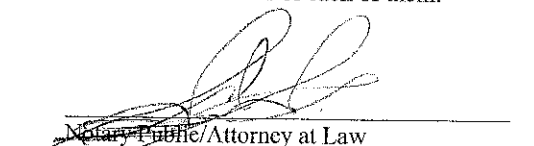

Deborah Lee Goodman

STATE OF MAINE
Cumberland, ss.

December 15th, 1999

Personally appeared Michael Wayne Goodman and Deborah Lee Goodman and acknowledged the foregoing instrument to be the free act and deed of each of them.

Before me,


Notary Public/Attorney at Law
Print Name: Samuel M. Shroyer
My Commission Expires: _____

57-110

Exhibit A — Goodman to Pooler
Deed Description

A certain lot or parcel of land, together with the buildings thereon, situated in Waterville, County of Kennebec and State of Maine, more particularly bounded and described as follows, to wit:

Situated on the easterly side of Main Street at the northwesterly corner of the home lot of William R. Chase, and running along said Main Street one hundred one (101) feet to the southwesterly corner of land formerly owned by John Pettigrew, marked by a Stone monument; thence turning to the right and running in an easterly direction along the line of land formerly owned by said Pettigrew and along the line of land formerly owned by Gideon Gullifer one hundred forty-five (145) feet to an iron pin; thence turning to the right and running in a southerly direction along the line of land of the home lot of said Chase sixty (60) feet to an iron pin; thence turning to the right and running in a westerly direction along the line of land of the home lot of said Chase to the point of beginning.

Meaning and intending to convey the same premises conveyed to the Grantors herein by deed from John C. Pooler dated October 15, 1996 and described in that certain Mortgage Deed recorded in the Kennebec County Registry of Deeds in Book 5241 Page 338.

C:\Clients\Pooler\Goodman\Deed Description.wpd

RECEIVED KENNEBEC SS.

1999 DEC 15 PM 12:17

ATTEST: *Norman R. Munn*
REGISTER OF DEEDS